



Gas Transmission System Operator
GAZ-SYSTEM S.A.

LNG REGASIFICATION
SERVICES TARIFF
Rev. 10

Warsaw, December 2024

The English version is provided for the information purpose only. In case of any discrepancy between this translation and the Polish original, the Polish original shall prevail.

TABLE OF CONTENTS

1. GENERAL PROVISIONS.....	3
2. DEFINITIONS	5
3. GENERAL TERMS OF SERVICE PROVISION BY THE OPERATOR	9
4. SETTLEMENTS WITH THE TERMINAL USER	11
5. FEES CHARGED FOR ADDITIONAL SERVICES	15
6. FEES FOR EXTENDED IN-PROCESS STORAGE	21
7. PRINCIPLES OF SETTLEMENT ADJUSTMENT	22
8. DISCOUNTS	23

1. GENERAL PROVISIONS

- 1.1. LNG Regasification Services Tariff Rev. 10 has been drawn up by Gas Transmission System Operator GAZ-SYSTEM S.A. energy company with its registered office in Warsaw, hereinafter referred to as „the Operator”. The Tariff enters into force on 1 January 2025 at 6:00 a.m. and remains in effect until 1 January 2026 6:00 a.m. The Tariff is based on applicable legislation including but not limited to:
- 1.1.1. Regulation (EC) No 715/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No 1775/2005 (J.o.L. EU L 211 of 14/08/2009, p. 36, as amended),
 - 1.1.2. Act of 10 April 1997 - Energy Law (consolidated text (Journal of Laws of 2024, item 266, as amended),
 - 1.1.3. Decree of the Minister of Energy of 15 March 2018 regarding detailed principles of determination and computation of tariffs and settlements in gaseous fuels trade (Journal of Laws of 2021, item 280, as amended),
 - 1.1.4. Decree of the Ministry of Economy of 2 July 2010 r. on detailed conditions of gas system operations (Journal of Laws of 2018 item 1158, as amended).
- 1.2. The Tariff shall include:
- 1.2.1. Fees charged for rendering the Regasification Services (long-term and short-term),
 - 1.2.2. Fees charged for the provision of Additional Services,
 - 1.2.3. Fee for Extended In-Process Storage of LNG,
 - 1.2.4. Method of settling the quantities of LNG used for the purpose of regasification process,
 - 1.2.5. Principles of settlement adjustment,
 - 1.2.6. Discounts for failing to meet the quality standards of services provided to Terminal Users,
 - 1.2.7. Principles of awarding discounts for failing to meet the quality standards of the Regasification Services and Additional Services.
- 1.3. Rates of fees charged for the Regasification Services are established in consideration of the principle according to which the Terminal User shall provide the Operator with LNG volumes necessary for the regasification of the

Unloaded LNG quantity owned by that Terminal User, as determined in accordance with the provisions of the LNG Terminal Access Code.

- 1.4. Fees determined in the Tariff are exclusive of Value Added Tax. VAT shall be levied in concordance with the applicable tax regulations.
- 1.5. Readings of metering instruments shall be taken with one cubic meter (m³) accuracy. The volume of gaseous fuel shall be determined with one cubic meter (m³) accuracy in normal conditions. The volume of gaseous fuel in units of energy shall be determined with one kilowatt-hour (kWh) accuracy, whereas the Contracted Capacity shall be determined with one kilowatt-hour per hour (kWh/h) accuracy.
- 1.6. The term of „LNG quantity” used in the Tariff shall be construed as the quantity of energy contained in LNG as expressed in kWh, whereas the “Gaseous Fuel quantity” shall be construed as the quantity of energy contained in Gaseous Fuel expressed in kWh.

2. DEFINITIONS

The terms and capitalized expressions used in the Tariff shall have the meaning specified below. Other terms shall be construed in accordance with their meaning set forth in the Regasification Agreement.

- 2.1. LNG Tanker Truck – combination vehicle designed for the road transport of LNG in Tanker Trucks or ISO containers.
- 2.2. LNG Vessel bunkering - a non-standalone Additional Service, constituting a supplementary service to the Regasification Services, consisting of filling the tanks of an LNG Vessel with LNG used for propulsion of vessels or for propulsion of devices on vessels, provided by the Operator in accordance with the terms and conditions of the LNG Terminal Access Code, the Regasification Agreement or the Regasification Order.
- 2.3. Gas Day – period from 6:00 a.m. of the given day (D) to 6:00 a.m. of the following day (D+1).
- 2.4. LNG Terminal Access Code – Rules for Access and Operation of the Liquefied Natural Gas Regasification Facility in Świnoujście in force as established by the Operator.
- 2.5. LNG (Liquefied Natural Gas) - a liquid product consisting mainly of methane, derived from natural gas by cooling it to a temperature of min. -161°C , with quality parameters determined in in the LNG Terminal Access Code or agreed in writing with the Terminal User.
- 2.6. Gas Month – period from 6:00 a.m. on the first day of a given month (M) to 6:00 a.m. on the first day of a following month (M+1).
- 2.7. Contracted Capacity– maximum quantity of Gaseous Fuel that can be withdrawn by the Terminal User during one hour at the Exit Point_{TSO}, as determined in the Regasification Agreement or the Regasification Order and expressed in kWh/h.
- 2.8. Transmission System Operator (TSO) - Transmission System Operator GAZ-SYSTEM S.A. - energy company in charge of the transmission of Gaseous Fuels and the operation of the Transmission System.
- 2.9. Gaseous Fuel – high-methane natural gas produced in LNG regasification process, compliant with the requirements specified for such gas in the Transmission Network Code in force and binding upon the TSO.
- 2.10. In-Process Storage - storage of Liquefied Natural Gas in a storage tank within the LNG facility in the period between the unloading of the Liquefied Natural

Gas cargo until its withdrawal from the facility following its transshipment, loading or regasification.

- 2.11. In-Process Storage Schedule - a schedule specifying the maximum and minimum Unloaded LNG Quantity which may be stored in tanks at the LNG Terminal facility over a specified period (in Gas Days).
- 2.12. Extended In-Process Storage – storage of liquefied natural gas in storage tanks within the LNG Terminal facility for a longer period than provided for in the In-Process Storage Schedule for the purpose of completing the regasification process of a given quantity of natural gas at the rate determined in the Regasification Agreement.
- 2.13. Transshipment of LNG onto LNG Tanker Trucks - a non-standalone Additional Service, constituting a supplementary service to the Regasification Services, involving LNG loading onto LNG Tanker Trucks, provided by the Operator in accordance with the provisions of the LNG Terminal Access Code, Regasification Agreement or the Regasification Order.
- 2.14. Bunkering Point - an agreed place of LNG supply from the Terminal to LNG Vessel.
- 2.15. Exit Point_{AC} – an agreed place of transshipment of LNG from the Terminal to LNG Tanker Trucks.
- 2.16. Exit Point_{TSO} - an agreed place of Gaseous Fuel supply from the Terminal to the Transmission System.
- 2.17. LNG Loading Point - an agreed place of LNG supply from the Terminal to the LNG Carrier.
- 2.18. Exit Points -Exit Point_{AC}, Exit Point_{TSO}, Bunkering Point and LNG Loading Point.
- 2.19. Regasification Year – the period from 06.00 AM on 1 January of a given year (Y) until 06.00 AM on 1 January of the following year (Y+1).
- 2.20. Non-bundled In-Process Storage of Liquefied Natural Gas – a non-standalone Additional Service, constituting supplementary service to the Regasification Services consisting in additional In-Process Storage provided by the Operator in accordance with the provisions of the LNG Terminal Access Code, Regasification Agreement or the Regasification Order.
- 2.21. LNG Vessel - an LNG-propelled vessel that is not a LNG Carrier, i.e. a vessel that has LNG-fuelled propulsion system or on-board facilities and is authorised by the Operator.

- 2.22. Transmission System – high pressure gas network excluding upstream and gas pipelines outside the transmission system connecting the source and the recipient, together with all connected systems and facilities, operated by TSO.
- 2.23. LNG Carrier - a marine vessel used to deliver LNG to the LNG Terminal for the Terminal User or onto which the Terminal User orders LNG to be loaded.
- 2.24. LNG Terminal – Lech Kaczyński's LNG Terminal located in Świnoujście, i.e. LNG unloading and regasification facility supplying Gaseous Fuel to the Exit Point, equipped with LNG In-Process Storage systems and equipment for the provision of Additional Services in compliance with the applicable law.
- 2.25. Transshipment (Reloading) - a non-standalone Additional Service, constituting a supplementary service to the Regasification Services, consisting of the Transshipment of LNG between two LNG Carriers simultaneously moored at the Terminal without the need for LNG In-Process Storage in the Terminal's Storage Tanks, provided by the Operator in accordance with the provisions of the LNG Terminal Access Code, Regasification Agreement or the Regasification Order.
- 2.26. Provision of Non-bundled Contracted Capacity of the Liquefied Gas Facility – a non-standalone Additional Service, constituting a supplementary service to the Regasification Services consisting in the provision of additional Regasification Capacity by the Operator in accordance with the provisions of the LNG Terminal Access Code, Regasification Agreement or the Regasification Order.
- 2.27. Regasification Agreement – contract for the provision of Regasification Services or Additional Service, concluded between the Terminal User and the Operator.
- 2.28. Additional Service – a service consisting in: (1) Transshipment of LNG to the LNG Tanker Trucks, (2) Non-bundled In-Process Storage of Liquefied Natural Gas or (3) Non-bundled Contracted Capacity of liquefied natural gas facility (4) LNG Loading, (5) Transshipment (Reloading), (6) Bunkering LNG Vessels, provided by the Operator under additional order from the Terminal User in accordance with the provisions of the LNG Terminal Access Code.
- 2.29. Regasification Services – services provided by the Operator in accordance with the provisions of LNG Terminal Access Code as a bundled service i.e. comprising the unloading of LNG from a LNG Carrier, In-Process Storage, LNG regasification and supplying Gaseous Fuel to the Transmission System.

- 2.30. Terminal User – a natural person, a legal person or an unincorporated entity having contractual capacity and being a party to the Regasification Agreement as a Terminal User.
- 2.31. Unloaded LNG Quantity – quantity of LNG unloaded from a LNG Carrier and discharged by the Operator in the Terminal, determined as binding upon the Operator and Terminal User in accordance with the LNG Terminal Access Code.
- 2.32. LCR – LNG consumption rate (expressed as percentage) required for the regasification process of the Quantity of Unloaded LNG, published at the Operator's website.
- 2.33. LNG Loading - a non-standalone Additional Service, constituting a supplementary service to the Regasification Services, involving the loading of LNG to a LNG Carrier provided by the Operator in accordance with the provisions of the LNG Terminal Access Code, Regasification Agreement or the Regasification Order. Additional Service of LNG Loading comprises:
- 2.33.1. Additional Service of Small Scale LNG Loading - Additional Service of LNG Loading provided at a small scale berth, i.e. facilities and structures within the Terminal for LNG unloading and loading from and to LNG Carriers with tank capacity ranging from 500 m³ LNG to approx. 18,500 m³;
 - 2.33.2. Additional Service of Large Scale LNG Loading - Additional Service of LNG Loading provided at a at the loading platform, i.e. facilities and structures within the Terminal for LNG unloading and loading from and to LNG Carriers with tank capacity ranging from 18,500 m³ LNG to 220,000 m³.
- 2.34. LNG Terminal Capacity – technical capacity of the LNG Terminal that may be offered by the Operator to provide unloading, In-Process Storage and LNG Regasification, as well as Additional Services.
- 2.35. Regasification Order – an appendix to the Regasification Agreement specifying the type, duration and Contracted Capacity of the Regasification Services, or Additional Services. The provisions of the Tariff pertaining to the Regasification Orders also apply to the Regasification Agreements signed as a result of Open Season procedures for the LNG Terminal in Świnoujście conducted in 2009 and 2020, to the extent the matters specified above are regulated thereunder.

3. GENERAL TERMS OF SERVICE PROVISION BY THE OPERATOR

- 3.1. The principles governing the provision of services and settlements.
- 3.1.1. The Operator provides Regasification Services and Additional Services pursuant to the Regasification Agreement concluded with the Terminal User, including the Regasification Order.
- 3.1.2. The Operator provides the following types of Regasification Services:
- 3.1.2.1 Long-term Regasification Services – over a period longer than one Regasification Year but not longer than twenty (20) Regasification Years of service provision on consecutive Gas Days,
- 3.1.2.2 Short-term Regasification Services – provided during minimum one (1) Gas Day up to multiple consecutive Gas Days within a single Regasification Year.
- 3.1.3. The Operator provides the following types of Additional Services:
- 3.1.3.1 Transshipment of LNG to LNG Tanker Trucks – as regards the quantities ordered for Transshipment to LNG Tanker Trucks
- 3.1.3.2 Non-bundled In-Process Storage of Liquefied Natural Gas – over a period of at least one (1) Gas Day up to multiple consecutive Gas Days,
- 3.1.3.3 Provision of Non-bundled Contracted Capacity of the Liquefied Natural Gas Facility – over a period of at least one (1) Gas Day up to multiple consecutive Gas Days,
- 3.1.3.4 LNG Loading - as regards the quantity of LNG ordered for loading to LNG Carrier,
- 3.1.3.5 Transshipment (Reloading) - as regards the quantity of LNG ordered for transshipment between two carriers moored simultaneously at the LNG Terminal, with no In-Process Storage in the Terminal's LNG tanks required,
- 3.1.3.6 LNG Vessel Bunkering - as regards the quantity of LNG ordered for bunkering the tanks of an LNG Vessel.
- 3.1.4. Detailed terms and condition of providing Regasification Services and Additional Services are set forth in the LNG Terminal Access Code and Regasification Agreement.
- 3.1.5. Quality standards of Regasification Services and Additional Services as well as quality standards of service provided to Terminal Users are set

forth in the LNG Terminal Access Code, Regasification Agreement and the Tariff.

- 3.2. The Operator shall settle the Regasification and Additional Services provided in the billing periods according to corresponding Gas Months, however, in the event whereby the service in a given month was ordered to be performed over a period that is shorter than one Gas Month, the Operator shall settle that service in the respective billing period of a corresponding number of consecutive Gas Days on which the service was ordered to be provided in a given Gas Month.

4. SETTLEMENTS WITH THE TERMINAL USER

4.1. Settling the Regasification Services provided

4.1.1. The Regasification Service Fee consists of:

- 4.1.1.1 a fixed fee, charged on the basis of the Contracted Capacity as defined in the Regasification Order,
- 4.1.1.2 a variable fee, charged on the basis of the quantity of Gaseous Fuel supplied to the Exit Point_{TSO}.

4.1.2. The Fee for the Regasification Service – both long-term as well as short-term - shall be calculated based on the following formula:

$$O_r = S_{sr} * M_r * T + S_{zr} * Q_r$$

where:

- O_r** - Regasification Service fee [PLN],
- S_{sr}** - fixed fee rate for the Contracted Capacity [PLN/MWh/h per h],
- M_r** - Contracted Capacity ordered [MWh/h],
- T** - number of hours in the billing period [h],
- S_{zr}** - variable fee rate [PLN/MWh]
- Q_r** - quantity of Gaseous Fuel produced in the LNG regasification process and delivered to the Terminal User at the Exit Point_{TSO} during the billing period [MWh].

4.1.3. The Operator shall settle the fee for Regasification Services rendered in the billing period corresponding to Gas Months, however, in the event whereby the service in a given month was ordered to be performed over the period shorter than a Gas Month, the Operator shall settle that service in the respective billing period of a corresponding number of consecutive Gas Days when the service was ordered in a given month.

4.1.4. Fixed fee for Regasification Services shall be charged to the Terminal User for the allocated Contracted Capacity within the entire billing period, irrespective of the quantity of Gaseous Fuel regasified and delivered to the Exit Point_{TSO} and the Contracted Capacity actually used.

4.1.5. Variable fee for Regasification Service shall be charged to the Terminal User based on the quantity (MWh) of regasified Gaseous Fuel delivered to the Terminal User at the Exit Point_{TSO} in a given billing period in accordance with the readings of the custody transfer metering system.

- 4.1.6. In the event of curtailment, suspension or stoppage of the provision of Regasification Service for the reasons beyond the Operator's control, the Terminal User will be charged a Fixed Fee as if no such curtailment, suspension or stoppage occurred in the provision of the allocated Contracted Capacity for the entire period of such curtailment, suspension or stoppage.
- 4.1.7. In the event of a change of fixed fee rates during the billing period, the fixed fee shall be charged proportionally to the number of days when the service was provided at the previous and changed fee rates.
- 4.1.8. In the event of a change of variable fee rates during the billing period, the variable fee shall be charged proportionally to the quantity of Gaseous Fuel regasified at the previous and changed fee rates.
- 4.1.9. The Operator shall settle with a Terminal User who acquired the right to the Contracted Capacity by means of subrogation of rights and obligations of a previous Terminal User in the course of resale of Terminal Capacity pursuant to the provisions of the LNG Terminal Access Code – at fee rates for such Regasification Services as contracted by the Terminal User reselling such right.
- 4.2. Regasification Service Fee rates for the provision of long-term and short-term regasification service

Fee rates	
fixed fee rates [PLN/MWh/h per h]	variable fee rates [PLN/MWh]
6.4474	1.1750

4.3. Method of settling the quantities of LNG consumed in the regasification process.

4.3.1. The volume of LNG and Gaseous Fuel supplied to Exit Points shall be calculated based the following formula:

$$Q_{OSPIAC} = Q_W - (Q_W * LCR)$$

where:

- Q_{OSPIAC}** - quantity of LNG and Gaseous Fuel supplied to Exit Points [kWh]
- Q_W** - unloaded quantity of LNG [kWh],
- LCR** - estimated LNG consumption rate in the regasification process (LCR) referred to in para. 2.25 of the 2.32 Tariff
- Q_W * LCR** - estimated quantity of LNG consumed in the regasification process [kWh].

4.3.2. Upon the end of the Regasification Year (R), the Operator shall determine the actual quantity of LNG consumed in the regasification process of the Unloaded LNG Quantity in the Terminal broken down by individual Terminal Users, as the difference between the total Unloaded LNG Quantity in a given Regasification Year and the cumulative quantity of Gaseous Fuel and the quantity of LNG withdrawn by all Terminal Users at Exit Points, adjusted for the (net) balance of LNG stored in Terminal's tanks in a given Regasification Year(R).

4.3.3. By the last day of the second month of the Regasification Year (R+1), the Operator shall prepare for each Terminal User using the Regasification Service the final settlement of the quantity of LNG consumed in the regasification process in a Gas Year (R), based on the calculated difference between the quantity of LNG established pursuant to para. 4.3.1 and the actual quantity of LNG consumed as per para. 4.3.2, as follows:

4.3.3.1 if the quantity of LNG determined pursuant to para. 4.3.1 is higher than the quantity of LNG determined pursuant to para. 4.3.2 the Operator shall arrange with the Terminal User the date of receipt of the surplus of LNG or Gaseous Fuel, not later than by the end of the third month of a given Regasification Year (R+1). The Terminal User shall be obliged to pay for the Regasification Service or Additional Services related with the surplus of LNG received. In the event whereby the Terminal User has no valid contract with the TSO, the

Operator shall pay for the surplus of LNG retained in the Terminal at the price tantamount to the arithmetic average price for Gaseous Fuel TGEgasID (index published by the Polish Power Exchange) in the Regasification Year (R) on the basis of the invoice for the regasification capacity balancing service issued by the Terminal User pursuant to the provisions set forth in the LNG Terminal Access Code,

- 4.3.3.2 if the quantity of LNG determined pursuant to para. 4.3.1 is lower than the quantity of LNG determined pursuant to para. 4.3.2, the Terminal User shall be obliged to deliver to the Operator the lacking quantity of LNG or Gaseous Fuel on the mutually agreed date but not later than by the end of the third month of a given Regasification Year (R+1) or to pay for the lacking quantity of LNG the price tantamount to the arithmetic average price of Gaseous Fuel TGEgasID (index published by the Polish Power Exchange) in the Regasification Year (R) on the basis of the invoice for the regasification capacity balancing service issued by the Operator pursuant to the provisions set forth in the LNG Terminal Access Code.
- 4.3.4. The Terminal User is obliged to inform the Operator about the preferred manner of settlement within fourteen (14) days of the date of receipt of the notice from the Operator regarding the final settlement of the LNG quantity consumed in the regasification process during the Regasification Year (R).
- 4.3.5. The quantity of LNG required for the purpose of the regasification process shall be provided to the Operator by the Terminal User free of charge.

5. FEES CHARGED FOR ADDITIONAL SERVICES

- 5.1. Additional Services are services provided at a charge upon additional request of the Terminal User and pursuant to the Regasification Order or Regasification Agreement.
- 5.2. The Operator provides the following Additional Services:
- 5.2.1. LNG Tanker Truck loading,
 - 5.2.2. Non-bundled In-Process Storage of Liquefied Natural Gas,
 - 5.2.3. Providing Non-bundled Contracted Capacity of the Liquefied Natural Gas Facility.
 - 5.2.4. LNG Loading,
 - 5.2.5. Transshipment (Reloading),
 - 5.2.6. LNG Vessel Bunkering,
- 5.3. The Operator shall settle the fees for Additional Services as follows:
- 5.3.1. Transshipment of LNG to LNG Tanker Trucks – in billing periods corresponding to Gas Months
 - 5.3.2. Non-bundled In-Process Storage of Liquefied Natural Gas – in the respective billing periods corresponding to the number of successive Gas Days when the service was ordered in a Gas Month.
 - 5.3.3. Providing Non-bundled Contracted Capacity of the Liquefied Natural Gas Facility in the respective billing period corresponding to the number of successive Gas Days when the service was ordered in a given Gas Month.
 - 5.3.4. LNG Loading - in billing periods corresponding to Gas Months,
 - 5.3.5. LNG Transshipment (Reloading) - in billing periods corresponding to Gas Months,
 - 5.3.6. LNG Vessel Bunkering - in billing periods corresponding to Gas Months.
- 5.4. The fee for Additional Services is charged to the Terminal User for:
- 5.4.1. Transshipment of LNG to Tanker Trucks - for the entire billing period, irrespective of the quantity of LNG transhipped to Tanker Trucks and based on the quantity of LNG in respect of which the service has been ordered in a given Regasification Year in accordance with the applicable Regasification Order,

- 5.4.2. Unbundled In-Process Storage of Liquefied Natural Gas - for all Gas Days for which the services have been ordered in the relevant billing period, regardless of their actual use,
- 5.4.3. Offering the Distributed Contracted Capacity of the LNG Terminal facility - for all the Gas Days for which the services have been ordered in a given billing period, regardless of their actual use, excluding hours in the billing period in which the Terminal User cannot use this service as a result of the Świnoujście Harbor Master's Office's refusal to allow the LNG carrier's arrival or as a result of the circumstances on the part of the Operator, for the following reasons beyond the Terminal User's control: Terminal breakdown, explosion, fire, threat of their occurrence or in case of the necessity to remove the consequences thereof,
- 5.4.4. LNG Loading - for the entire billing period, irrespective of the quantity of LNG loaded to the LNG Carriers and based on the quantity of LNG for which the service has been ordered in a given Regasification Year in accordance with the applicable Regasification Order,
- 5.4.5. LNG Transshipment (Reloading) - for the entire billing period, regardless of the quantity of LNG reloaded between the LNG Carriers and based on the quantity of LNG for which the service has been ordered in a given Regasification Year in accordance with the applicable Regasification Order,
- 5.4.6. Bunkering of an LNG Vessel - for the entire billing period, irrespective of the quantity of LNG loaded to the LNG Vessels and based on the quantity of LNG for which the service has been ordered in a given Regasification Year in accordance with the applicable Regasification Order.
- 5.5. Additional Service of LNG Transshipment to LNG Tanker Trucks
- 5.5.1. The Fee for Additional Service - Transshipment of LNG to LNG Tanker Trucks shall be calculated based on the following formula:

$$O_{ACd} = 1/n * (S_{ACd} * Q_{ACd})$$

where:

- O_{ACd}** - fee for LNG Transshipment to LNG Tanker Trucks provided in a billing period [PLN];
- n** - number of billing periods in a given Regasification Year when the Additional Service was contracted

- S_{AcD}** - fee rate for LNG Transshipment to LNG Tanker Trucks [PLN/MWh],
- Q_{AcD}** - volume of LNG contracted as Additional Service of LNG Transshipment to Tanker Trucks over n billing periods in a Regasification Year [MWh]

5.5.2. The fee rate for Additional Service of LNG Transshipment to LNG Tanker Trucks amounts to: 3.4314 PLN/MWh.

5.5.3. To the extent not covered in para. 5.1 - 5.5.2, to the settlements with the Terminal User for the provision of Additional Service of LNG Transshipment to Tanker Trucks, the provisions of para. 1 – 3, para. 7 and para. 4.1.6, respectively, para. 4.1.7 and para. 4.1.9 of the tariff shall apply.

5.6. Non-bundled In-Process Storage of Liquefied Natural Gas.

5.6.1. The volume of Non-bundled In-Process Storage of Liquefied Natural Gas service shall remain unchanged throughout all hours of the Gas Day for which the service was ordered. The service volume may differ between individual Gas Days.

5.6.2. The fee for Non-bundled In-Process Storage shall be calculated based on the following formula:

$$O_{PPSr} = S_{sPPSr} * T * Q_{PPSr}$$

where:

- O_{PPSr}** - fee for Non-bundled In-Process LNG Storage service [PLN],
- S_{sPPSr}** - fee rate for Non-bundled In-Process LNG Storage service [PLN/MWh / day],
- T** - total number of Gas Days in the billing period for which the service was contracted [days].
- Q_{PPSr}** - volume of Unloaded LNG under the Non-bundled In-Process LNG Storage service [MWh].

5.6.3. Fee rate for Non-bundled LNG In-Process LNG Storage service amounts to: 0.1314 PLN/MWh per day.

5.6.4. To the extent not covered in para. 5.1 – 5.4 and para. 5.6.1 – 5.6.3, to the settlements with the Terminal User for the provision of Non-bundled In-Process LNG Storage service, the provisions of para. 1 – 3, para. 7 and para. 4.1.6, respectively, para. 4.1.7 and para. 4.1.9 of the tariff shall apply.

5.7. Providing Non-bundled Contracted Capacity of the LNG Facility

- 5.7.1. The volume of Non-bundled Contracted Capacity of the LNG Facility shall remain unchanged throughout all hours of the Gas Day for which the service was ordered. The service volume may differ between individual Gas Days.
- 5.7.2. The fee for Non-bundled Contracted Capacity of the LNG Facility shall be calculated based on the following formula:

$$O_{MUr} = S_{sMUr} * T * M_{MUr}$$

where:

- O_{MUr}** - fee for the provision of Non-bundled Contracted Capacity of the LNG Facility [PLN],
- S_{sMUr}** - fee rate for the Provision of Non-bundled Contracted Capacity of the LNG Facility [PLN/MWh/h per h],
- T** - number of hours in the billing period for which the service was contracted [days].
- M_{MUr}** - ordered Non-bundled Contracted Capacity of the LNG Terminal facility [MWh/h].

- 5.7.3. Fee rate for Non-bundled Contracted Capacity of the LNG Terminal facility amounts to: 1.2405 PLN/MWh/h per h.
- 5.7.4. To the extent not covered in para. 5.1 – 5.4 and para. 5.7.1 – 5.7.3, to the settlements with the Terminal User for the provision of Non-bundled Contracted Capacity of the LNG Terminal facility, the provisions of para. 1 – 3, respectively, para. 4.1.6, respectively, para. 4.1.7, respectively, para. 4.1.9, respectively, para. 7 and para. 8.2 of the tariff shall apply.

5.8. LNG Loading

- 5.8.1. The fee for Additional Service of LNG Loading shall be calculated based on the following formula:

$$O_{Zd} = 1/n * (S_{Zd} * Q_{Zd})$$

where:

- O_{Zd}** - fee for provision of the Additional Service of LNG Loading in the billing period [PLN],
- n** - number of billing periods in a given Regasification Year when the Additional Service was contracted
- S_{Zd}** - fee rate for provision of the Additional Service for LNG Loading, determined in accordance with para. 5.8.2 respectively for the

Additional Service of Small Scale LNG Loading or the Additional Service of Large Scale LNG Loading [PLN/MWh],

Q_{Td} - quantity of LNG for which the Additional Service of LNG Loading onto LNG Tanker Trucks has been ordered for n billing periods in the Regasification Year [MWh].

5.8.2. The respective fee rates for the Additional Service of LNG Loading shall be:

5.8.2.1 for Small-Scale LNG Loading service: 3.1454 PLN/MWh,

5.8.2.2 for Large-Scale LNG Loading service: 2.2298 PLN/MWh.

5.8.3. To the extent not covered in para. 5.1 – 5.4 and para. **Błąd! Nie można odnaleźć źródła odwołania.** - 5.8.2, to the settlements with Terminal User regarding Additional Service of LNG Loading service, the provisions of para. 1 – 3, para. 7 and para. 4.1.6, respectively, para. 4.1.7 and para. 4.1.9 of the Tariff shall apply.

5.9. Transshipment

5.9.1. The fee for Additional Service of Transshipment shall be calculated based on the following formula:

$$O_{Td} = 1/n * (S_{Td} * Q_{Td})$$

where:

O_{Td} - the fee for the provision of the Additional Service of Transshipment during the billing period [PLN],

n - number of billing periods in a given Regasification Year when the Additional Service was contracted

S_{Td} - fee rate for provision of the Additional Service of Transshipment (Reloading) [PLN/MWh],

Q_{Td} - quantity of LNG for which the Additional Service of Transshipment (Reloading) has been ordered for n billing periods in the Regasification Year [MWh].

5.9.2. The fee rate for the Additional Service of Transshipment shall be: 1.2001 PLN/MWh.

5.9.3. To the extent not covered in para. 5.1 – 5.4 and para. **Błąd! Nie można odnaleźć źródła odwołania.** - **Błąd! Nie można odnaleźć źródła odwołania.**, to the settlements with Terminal User regarding Non-bundled Transshipment service, the provisions of para. 1 – 3, para. 7 and, respectively, para. 4.1.6, para. 4.1.7 and para. 4.1.9 of the Tariff shall apply.

5.10. LNG Vessel Bunkering

5.10.1. The fee for Additional Service of LNG Vessel Bunkering shall be calculated based on the following formula:

$$O_{BSd} = 1/n * (S_{BSd} * Q_{BSd})$$

where:

- O_{BSd}** - fee for the provision of the Additional Service of LNG Vessel Bunkering in the billing period [PLN],
- n** - number of billing periods in a given Regasification Year when the Additional Service was contracted
- S_{BSd}** - fee rate for provision of the Additional Service of LNG Vessel Bunkering [PLN/MWh],
- Q_{BSd}** - quantity of LNG for which the Additional Service of LNG Vessel Bunkering has been ordered for n billing periods in the Regasification Year [MWh].

5.10.2. The fee rate for the Additional Service of LNG Vessel Bunkering shall be: 14.6674 PLN/MWh.

5.10.3. To the extent not covered in para. 5.1 – 5.4 and para. **Błąd! Nie można odnaleźć źródła odwołania.** - **Błąd! Nie można odnaleźć źródła odwołania.**, to the settlements with Terminal User regarding Non-bundled LNG Vessel Bunkering service, the provisions of para. 1 – 3, para. 7 and, respectively, para. 4.1.6, clause 4.1.7 and clause 4.1.9 of the Tariff shall apply.

6. FEES FOR EXTENDED IN-PROCESS STORAGE

- 6.1. In the event of the storage of the Unloaded LNG volume in the LNG Terminal by the Terminal User that is not compliant with the provisions of the In-Process Storage Schedule, an Additional Fee is charged for Extended In-Process Storage.
- 6.2. The Fee for Extended In-Process Storage shall be determined for a given billing periods based on the number of Gas Days and the volume of LNG remaining in the Storage Tanks against the provisions of the In-Process Storage Schedule.
- 6.3. The Operator shall settle the fee for the Extended In-Process Storage in the billing periods corresponding to the number of Gas Days in a given Gas Month when the Terminal User failed to comply with the terms and conditions of the Regasification Services.
- 6.4. The Fee for Extended In-Process Storage shall be calculated based on the following formula:

$$O_{NUR} = \sum_{i=1}^n (S_{NUR} * Q_{NUR,i})$$

where:

- O_{NUR} - Fee for Extended In-Process Storage [PLN],
- S_{NUR} - Fee rate for Extended In-Process Storage [PLN/MWh per day],
- n - number of Gas Days in the billing period during which the Extended In-Process Storage occurred [days],
- $Q_{NUR,i}$ - volume of LNG stored in the LNG Terminal tanks during Gas Day in contradiction to the provisions of the In-Process Storage Schedule [MWh].
- 6.5. The rate for Extended In-Process Storage is equivalent to the fee rate for Extended In-Process Storage and the volume of natural gas stored in contradiction to the provisions of the schedule specifying the minimum and maximum quantity of such gas on particular days.
- 6.6. The fee rate for Extended In-Process Storage amounts to 0.3941 PLN/MWh per day.
- 6.7. To the extent not covered in para. 6.1 – 6.6, to the settlements with Terminal User regarding Extended In-Process Storage service, the provisions of para. 1 – 3, para. 7 and respectively, para. 4.1.7 of the tariff shall apply.
- 6.8. The provisions contained in para. 6.1 – 6.7 do not preclude the possibility for the Operator to seek compensation in excess of the amount charged for Extended In-Process Storage on the terms set out in separate regulations.

7. PRINCIPLES OF SETTLEMENT ADJUSTMENT

- 7.1. Shall any irregularity in functioning of the custody transfer metering system be discovered, or if any readings of such metering system recorded for the settlement purposes prove to be incorrect and cause overestimation or underestimation of fees due for the Regasification Service or Additional Services, the Operator is obliged to correct the formerly issued invoices accordingly.
- 7.2. Shall the correction of the fee charged prove impossible to be determined according to the custody transfer metering system readings, the basis for the correction shall be the average daily quantity of the withdrawn Gaseous Fuel, determined on the basis of correctly measured quantity of Gaseous Fuel withdrawn during a comparable period multiplied by the number of days in the period covered by the correction.
- 7.3. In the event of overestimation of the service fee, the correction referred to in para. 7.1 – 7.2 shall cover the entire billing period or the period not covered by time limitation in which the proved irregularities or errors occurred, whereas in the case of underestimation – the correction shall cover the most recent billing period.

8. DISCOUNTS

8.1. Discounts for failing to meet the quality standards of services provided to Terminal Users.

8.1.1. In the event of the Operator's failure to meet the quality standards of service, the Terminal User is entitled to the following discounts established pursuant to the provisions of § 41(1) of the Ordinance referred to in para. 1.1.3 amounting to:

Discounts		PLN
a)	Failure to provide the Terminal User, upon request, with information about the anticipated date of repair of defects and remedying disruption to Terminal operation;	143,11
b)	Unjustified delay in the repair of the defects which occurred in the Terminal and remedying any disruption to the Terminal operation;	477,03
c)	Failure to notify in writing, by telephone or by any other means of telecommunication, of the dates and duration of planned interruptions to the LNG Terminal operations;	715,55
d)	Refusal to undertake, against a fee, appropriate actions in the Terminal to enable the Terminal User or another entity to safely perform the works in the Terminal's area of impact;	238,52
e)	Failure to provide the Terminal User, upon request, with information on principles of billing and settlement and current tariffs;	143,11
f)	For each day of delay in the processing of and responding to an application or a complaint concerning the billing and settlement principles exceeding fourteen days' time limit; should the response to an application or complaint require an inspection or special measurements to be performed, the fourteen days' time limit runs from the date on which such inspection or measurement has been completed.	28,62

8.1.2. The Operator is obliged to grant a discount referred to in para. 8.1.1 within 30 days of the incident serving as a grounds for granting thereof.

8.2. Discounts granted on account of the limited Contracted Capacity.

8.2.1. In the event of any limitations to the Contracted Capacity introduced by the Operator due to congestion management in the event of:

8.2.1.1 a planned repair and maintenance performed on the Terminal (i.e. the works performed by the Operator or a third party contracted by the Operator pursuant to the provisions of the LNG Terminal Access Code, that are necessary to ensure the reliable operation of the Terminal, including but not limited to the maintenance, testing, overhaul, assembly or upgrading, as well as any works that are performed in connection with the expansion of the Terminal, including but not limited to construction, installation, demolition, relocation, or adjustment), as long as such limitations are unavoidable,

8.2.1.2 LNG Terminal's failure, explosion, fire, threat of such events arising on the Operator's part, beyond the Terminal User's control, or if the consequences thereof need to be removed,

the fixed Regasification Service Fee shall be reduced proportionately to the extent of the actual Contracted Capacity limitation and the duration of such interruption or disruption (hourly).

8.2.2. In the event of the Contracted Capacity limitation imposed by the Operator for other reasons than listed in para. 8.2.1, for the period exceeding 60 minutes, the Operator shall grant the Terminal User a discount on the fixed Regasification Service Fee proportionally to the actual extent of such limitation and the duration of such limitation.

8.2.3. No such discount as referred to in para. 8.2.1 and para. 8.2.2 applies if:

8.2.3.1 no actual limitation of the Contracted Capacity occurred,

8.2.3.2 the limitation of the Contracted Capacity was caused by the reasons attributable to the Terminal User.

8.2.4. The Operator shall offer or refuse to grant a discount referred to in para. 8.2.1 or para. 8.2.2, within the period of 30 days of the date when such event ceases to exist.